

# VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE FOR SALE OF ALCOHOLIC BEVERAGES

THIS AGREEMENT, made and entered into this 19<sup>th</sup> day of Feb., 200~~0~~<sup>2</sup>, by and between 1600 U, Inc. Trading as Local 16 (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C. hereinafter the "Protestant"), witnesses:

Whereas Applicant has filed an application (#50159) with the District of Columbia Alcoholic Beverage Control Board ( hereinafter the "Board") for the renewal of a class "CR" License for the premises known as Local 16 located at 1600 U Street NW, Washington, D.C.,

Whereas Protestant has filed before the Board a protest opposing the granting of this renewal application.

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the renewal of the license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

## 1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	11 AM-2 AM	11AM-2AM	11AM-2AM	11AM-2AM	11AM- <del>3</del> AM	10 AM-3 AM	10 AM- <del>2</del> A
Roof:	11 AM- 1 AM	11 AM-1 AM	11 AM-1 AM	11 AM-1 Am	11 AM-1 AM	11 AM-1 AM	11 AM-1
Patio(s):	11 AM - 1 AM	11 AM-1 AM	11 AM-1 AM	11 AM-1 AM	11 AM-1 AM	11 AM-1 AM	11 AM-1

(If hours are different on different floors please indicate)

If different from above, hours when alcohol will be served:

Inside:

Roof:

Patio(s):

2. Seating. Seating capacity will not exceed: As set forth on Occupancy Permit.

Interior tables: \_\_\_\_\_ Interior bar: \_\_\_\_\_ Patio(s) \_\_\_\_\_: Roof: \_\_\_\_\_

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. ~~There shall be no music played on the roof.~~

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment:

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7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protest. Protestant agree to the issuance of the renewal of the license and withdrawal of their Protests, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT

1600 U, Inc.

By:

Aman Ayoubi, President

PROTESTANT

Advisory Neighborhood Commission 1C

By:

Andrew James Mosch  
ANC-1C, Chairman

**BEFORE  
THE DISTRICT OF COLUMBIA  
ALCOHOLIC BEVERAGE CONTROL BOARD**

<b>In the Matter of:</b>	)	
	)	
1600 U, Inc.	)	
t/a U Street Grill	)	
	)	
Application for a Retailer's Class	)	Case no. <u>50159-02/008P</u>
CR (new)	)	2002-70
at premises	)	
1600 U Street, N.W.	)	
Washington, D.C. 20009	)	
	)	

Daniel R. Brody, ABC Committee Chair, Advisory Neighborhood Commission 1C,  
Protestant

Dimitri P. Mallios, Esquire, on behalf of the Applicant

**BEFORE:** Roderic L. Woodson, Esquire, Chair  
Vera Abbott, Member  
Charles Burger, Member  
Laurie Collins, Member  
Judy A. Moy, Member  
Ellen Oppen-Weiner, Esquire, Member  
Audrey E. Thompson, Member

**ORDER ON VOLUNTARY AGREEMENT AND WITHDRAWN PROTEST**

The application, having been protested, came before the Board on February 6, 2002, in accordance with D.C. Official Code Section 25-601 (2000 Edition). Daniel R. Brody, ABC Committee Chair, on behalf of the Advisory Neighborhood Commission 1C, filed opposition in a timely manner.

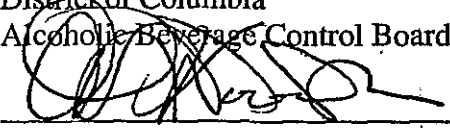
The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated February 19, 2002, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

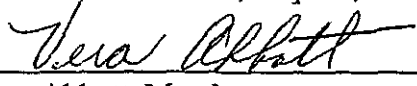
1600 U, Inc.  
t/a U Street Grill  
Page two

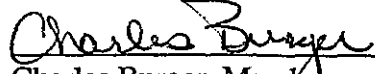
Accordingly, it is this 13th day of March 2002, **ORDERED** that:

1. The opposition of Daniel R. Brody, ABC Committee Chair, on behalf of the Advisory Neighborhood Commission 1C, is **WITHDRAWN**;
2. The application of 1600 U, Inc. t/a U Street Grill for a retailer's class CR license (new) located at 1600 U Street, N.W., Washington, D.C., is **GRANTED**;
3. The above-referenced agreement between the parties, is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.

District of Columbia  
Alcoholic Beverage Control Board

  
Roderic L. Woodson, Esquire, Chair

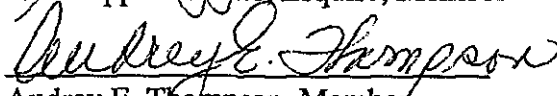
  
Vera Abbott, Member

  
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Ellen Oppenheimer, Esquire, Member

  
Audrey E. Thompson, Member